

Contract No. D08488  
Vendor No. 5199213

A.G. Contract No. KR97 0583TRN  
ADOT ECS File: JPA 97-40  
Project: H4232 01C  
Section: US-160, Teec Nos Pos  
to Four Corners Monument

INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE STATE OF ARIZONA  
AND  
THE STATE OF NEW MEXICO

THIS AGREEMENT is entered into 3 June, 1998  
pursuant to Arizona Revised Statutes Sections 11-951 through 11-954, as amended between the  
STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the  
"Arizona" ) and the State of New Mexico, acting by and through its STATE HIGHWAY AND  
TRANSPORTATION DEPARTMENT, ( the "New Mexico" ).

I. RECITALS

1. Arizona is empowered by Arizona Revised Statutes Section 28-401 to enter into this  
agreement and has by resolution, a copy of which is attached hereto and made part hereof,  
resolved to enter into this agreement and has delegated to the undersigned the authority to  
execute this agreement on behalf of the State.

2. New Mexico is empowered by New Mexico Statutes Annotated 1978, 13-1-98 and 67-  
3-28 to enter into this agreement and has authorized the undersigned to execute this agreement  
on behalf of New Mexico.

3. Incident to a highway improvement project contemplated by Arizona on US-160 from  
Teec Nos Pos to the New Mexico state line, consisting of roadway milling and an asphalt  
overlay, New Mexico has requested that the improvement work be continued into New Mexico to  
the Colorado State line (1.1 miles), including the access road to the Four Corners Monument (0.5  
mile), at an estimated cost of \$169,000.00, all at New Mexico expense, hereinafter referred to as  
the Project.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as  
follows:

NO. 22401  
Filed with the Secretary of State  
Date Filed: 06/03/98  
Betty Bayless  
Secretary of State

By Dicky Greenwald

II. SCOPE OF WORK

1. Arizona will:

a. Provide to State standards design plans, specifications and such other documents and services required for construction bidding and construction of the Project. Incorporate New Mexico review comments.

b. Call for bids and award one or more construction contracts for the Project. Administer same and make all payments to the contractor(s). Confer with New Mexico on any Project related contract modifications. Be responsible for any contractor claims for extra compensation attributable to Arizona on Arizona's project.

c. Upon completion, approve and accept the Project on behalf of the parties hereto.

d. After the completion of the Project, invoice New Mexico for their portion of the Project cost. The current estimate of this Project is \$169,000.00.

2. New Mexico will:

a. Review the Project design documents and provide comments.

b. Retain the right to cancel the Project in the event of excessive cost after bid opening but prior to the award of a construction contract. Within thirty (30) days after receipt of an invoice, reimburse Arizona for the total cost of New Mexico's Project within New Mexico. The current estimated cost of this Project is \$169,000.00.

c. Be financially responsible for any changes in the Project that New Mexico makes with the contractor or Arizona on New Mexico's Project.

d. Upon completion and acceptance of by Arizona, provide maintenance to the Project.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a Project construction contract, upon written notice to the other party.

2. This agreement shall become effective upon filing with the Arizona Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511 as regards conflicts of interest on behalf of Arizona state employees.

4. The provisions of Arizona Revised Statutes Section 35-214 pertaining to audit by Arizona are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereby agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation  
Joint Project Administration  
205 South 17th Avenue, Mail Drop 616E, Room 222  
Phoenix, AZ. 85007

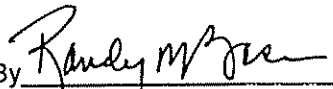
New Mexico State Highway and Transportation Department  
District Engineer  
PO Box 4127  
Sante Fe, NM 87502

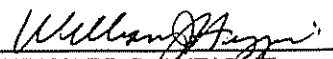
7. Attached hereto is the written determination of each party's legal council that the parties are authorized under the laws of their respective states to enter into this agreement and that the agreement is in proper form.

IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

STATE OF NEW MEXICO  
Department of Transportation

STATE OF ARIZONA  
Department of Transportation

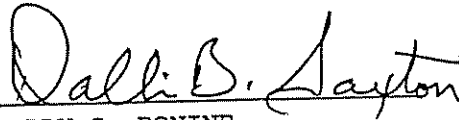
By   
for PETE K. RAHN  
Secretary

By   
for EDWARD D. WRIGHT  
Deputy State Engineer

RESOLUTION

BE IT RESOLVED on this 21st day of March 1997, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Intermodal Transportation Division, to enter into an agreement with the State of New Mexico for the purpose of defining responsibilities for the design, construction and maintenance of roadway improvements on US-160 from Teec Nos Pos to Four Corners monument access road.

Therefore, authorization is hereby granted to draft said agreement which, upon completion, shall be submitted to the Deputy State Engineer for approval and execution.

A handwritten signature in cursive script, reading "Dalli B. Layton". The signature is written in dark ink and is positioned above the printed name and title of the signatory.

for LARRY S. BONINE  
Director

JPA 97-40

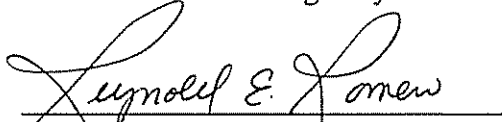
DETERMINATION

Arizona Contract No. JPA 97-40, and New Mexico Contract No. \_\_\_\_\_, which is an agreement between states; to wit; the STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, and the STATE OF NEW MEXICO, NEW MEXICO STATE HIGHWAY AND TRANSPORTATION DEPARTMENT has been reviewed by the undersigned attorney for the New Mexico State Highway and Transportation Department who has determined that it is in the proper form and within the powers and authority granted to the State of New Mexico under the laws of the State of New Mexico.

No opinion is expressed as to the authority of the State of Arizona to enter into said agreement.

DATED this 28<sup>th</sup> of April, 1998.

New Mexico State Highway and Transportation Department

  
Assistant General Counsel



GRANT WOODS  
ATTORNEY GENERAL

STATE OF ARIZONA  
OFFICE OF THE ATTORNEY GENERAL  
1275 WEST WASHINGTON, PHOENIX 85007-2926

TRN Main: (602) 542-1680  
Direct: (602) 542-8837  
Fax: (602) 542-3646  
MAIN PHONE : 542-5025  
TELECOPIER : 542-4085

**INTERGOVERNMENTAL AGREEMENT**  
**DETERMINATION**

A.G. Contract No. KR97-0583TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATE May 26, 1998.

GRANT WOODS  
Attorney General

JAMES R. REDPATH  
Assistant Attorney General  
Transportation Section

JRR:et/12628

Enc.